

SECOND: All that tract or parcel of land situate in Frederick County, State of Maryland, containing one-half acre and three square perches of land, more or less, being the same real estate conveyed unto Daniel Hammond by deed dated February 7, 1935, from Ernest Owings, Widower, et al. and recorded in Liber 397, folio 227, one of the Land Records of Frederick County, State of Maryland.

That the said Daniel Hammond, late of Frederick County, deceased, by his Last Will and Testament, duly probated the 31st day of August, 1937; and recorded in Will Record J. H. No. 1, folio 76, one of the Will Records in the Office of the Register of Wills for Frederick County, Maryland, devised the same unto his wife, Fannie Sappington Hammond.

BEING the same real estate that was conveyed unto the Mortgagors by Robert E. Clapp, Jr. and Benjamin B. Rosenstock, Trustees in No. 5313 in the Orphan's Court of Frederick County, Maryland, by deed of even date herewith to be recorded immediately prior hereto among the Land Records of Frederick and Carroll Counties, Maryland.

TOGETHER with all the buildings and improvements thereon and all the rights, ways, roads, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described pieces, or parcels of land and premises unto and to the proper use and benefit of said mortgagees, their heirs, successors and assigns, forever.

PROVIDED, if the said mortgagor s, their heirs, successors or assigns, shall pay to the said mortgages or order, the single bill aforesaid at maturity and the interest thereon, or shall pay any renewal thereof when such renewal note shall mature and be payable and the interest thereon, and keep all the covenants herein on the part of the said mortgagor s agreed to be performed, then this mortgage shall be void.

AND PROVIDED, until default be made in the payment of the single bill aforesaid at maturity, and the interest thereon, or of any renewal thereof when such renewal shall mature and be payable, and the interest thereon, or until default be made in any covenant herein contained, the said mortgagor s shall possess the mortgaged premises as of their present estate therein.

AND THE said mortgagors for themselves, their personal representatives, heirs, successors and assigns, expressly covenant and agree with the said mortgagees

THAT they will pay the indebtedness as hereinbefore provided;

THAT they will pay all taxes, assessments, water rent, public dues and charges of every kind, levied, assessed or incurred, or to be levied, assessed or incurred when legally due, together with fire insurance premiums herein required to be paid on the property hereby mortgaged;

THAT they will keep during the continuance of this mortgage the buildings erected on the said mortgaged premises insured for a sum of not less than \$ 1,200.00 against loss by fire, in some safe and reliable fire insurance company, paying the premiums and assessments thereon as they fall due and become payable, and that they will maintain and deliver to the mortgagees the policy of insurance against loss by fire and any other casualty which the mortgagor s may carry, and cause the same to be made payable to the said mortgagee for its benefit in case of loss or damage by fire or other casualty; and the said mortgagors further in like manner covenant and agree that should they fail in any of these particulars, and the said mortgagees pay the premiums and assessments necessary to keep said policies of insurance in force, the same so paid, with interest thereon, shall be a lien on the said mortgaged property as though included in the first instance in this mortgage itself.

AND the said mortgagor s further covenant to commit or suffer no waste, impairment or deterioration of said mortgaged property or any part thereof, and further covenant to keep the premises hereby mortgaged in good tenantable repair, in the judgment of the said mortgagee, its heirs, successors or assigns, and any failure in either of these respects shall constitute a default herein.

THAT if default shall be made in the payment of the single bill aforesaid at maturity, and the interest thereon to accrue, or any installment thereof, or in the payment of any renewal or the interest thereon, when the same shall mature and become payable, or in the performance of any covenant herein contained, then it shall be lawful for the mortgagees or their heirs, successors, attorney or assigns, or

as trustees to sell the said property and premises hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incident to said sale at the Court House door in Frederick City, Maryland at public auction for cash, after having given at least twenty (20) days previous notice of such sale in,serted in some newspaper published in Frederick County, Maryland, of the time, place, manner and terms of sale, and to apply the proceeds of such sale to the payment, in the first place, of all costs, taxes, charges and insurance premiums hereinabove provided, together with the expenses attending such sale, including the usual equity commissions and reasonable counsel fee, and then to the payment of the single bill aforesaid, or renewal thereof, with all interest due thereon to the date of payment, and the surplus, if any, shall be paid to the said mortgagor s or to their heirs, successors or assigns.

THAT if they shall default in the performance of any of the things hereby covenanted to be done and performed by them and the property herein mortgaged shall be advertised for sale under the power of sale herein contained, then and if from any cause said sale shall not be made as provided in said advertisement of sale, in that event the costs and expenses of sale which have accrued up to the time of the discontinuance of said sale, including counsel fees, and one-half commissions upon the amount of the debt and the interest remaining unpaid, in this mortgage mentioned, shall be treated and construed as a part of the mortgage debt herein mentioned, and the said mortgagor s covenant(s) and agree(s) that they will pay the same.